

**OSTER**  
**Researching Services**

12897 Colonial Dr. • Mt. Airy, Md. 21771  
Phone: 301-253-6040  
Fax: 301-253-6040\*

RECORDATION NO.

24350-A FILED

MAR 10 '03

10-37 AM

SURFACE TRANSPORTATION BOARD

March/8, 2003

Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423

Dear Sir:

Enclosed for recording with the Surface Transportation Board is an Addendum to Security Agreement dated 2/25/03 involving the following parties:

Secured Party: Wells Fargo Equipment Finance, Inc.  
733 Marquette Avenue, #700  
Minneapolis, MN 55402

Debtor: Advance Polybag (Nevada) Inc.  
4900 Engineers Way, #101  
North Las Vegas, NV 89031

Equipment: 10, Rail Hoppers  
NGUX 10043-10052

Please record this agreement as a secondary document to STB  
Recordation # 24350. The filing fee of \$30 is enclosed.

Summary: Addendum to Security Agreement dated 2/25/03 between Wells Fargo Equipment Finance, Inc. as Secured Party and Advance Polybag (Nevada) Inc. as Debtor including 10 Rail Hoppers marked NGUX 10043-10052, a secondary document.

Sincerely,

*Mary A Oster*

Mary Ann Oster  
Research Consultant

Enclosure

1. **Security Interest and Collateral.** To secure the payment and performance of the debt, liability and obligation of Debtor to Wells Fargo Equipment Finance, Inc. ("Secured Party") under that certain Promissory Note dated January 29, 2003 in the amount of \$64,600.00 (such debt, liability and obligation being herein referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral")

Upon execution hereof, the Secured Party will permanently attach this Addendum to the Security Agreement, making it a part thereof.

Dated: February 25, 2003

Wells Fargo Equipment Finance, Inc.

Advance Polybag (Nevada) Inc.

By: Mindy Whang

By: [Signature]

Its: Contract Administrator

Its: Corp. Secretary

Mindy Whang  
March 6, 2003

STATE OF New York )

: s.s.:

COUNTY OF New York)

On this 6th day of March, 2003 before me, personally appeared Mindy Whang to me personally known, who being by me duly sworn, says that she signed the foregoing Addendum to Security Agreement on March 6, 2003; and she acknowledges that the execution of the foregoing instrument was her free act and deed.

Cynthia J. King  
Notary Public

(SEAL)

My commission expires 9/30/06

CYNTHIA J. KING  
Notary Public, State of New York  
No. 4793548  
Qualified in Rockland County  
Certificate Filed in New York County  
Commission Expires Sept. 30, 2006



Notary Page

03/07/03 FRI 17:23 FAX 212 805 1089  
03/07/03 14:16 FAX 504 834 0596 A.P.I.  
MAR-06-2003 17:30 WELLS FARGO EQ FIN

WELLS FARGO EQUIPMENT

603 433 4317 P.07/23 002

1. **Security Interest and Collateral.** To secure the payment and performance of the debt, liability and obligation of Debtor to Wells Fargo Equipment Finance, Inc. ("Secured Party") under that certain Promissory Note dated January 29, 2003 in the amount of \$64,600.00 (such debt, liability and obligation being herein referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral")

Upon execution hereof, the Secured Party will permanently attach this Addendum to the Security Agreement, making it a part thereof.

Dated: February 25, 2003

Wells Fargo Equipment Finance, Inc.

Advance Polybag (Nevada) Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

★ By: [Signature]  
Its: Corp Secretary

[Signature]

03/07/03 FRI 15:08 [TX/RX NO 8456]

03/07/03 FRI 16:59 FAX 212 805 1069

WELLS FARGO EQUIPMENT

004

03/07/03 14:18 FAX 504 834 0596

A.P.I.

MAR-06-2003 17:38

WELLS FARGO EQ FIN

603 433 4317

P.08/23

STATE OF LOUISIANA

COUNTY OF Jefferson

On this 6<sup>th</sup> day of March, 2003 before me, personally appeared Chinh Nguyen, to me personally known as the Corporate Secretary of Advance Polybag (Nevada) Inc., who being by me duly sworn, says that he signed the foregoing Addendum to Security Agreement on March 6, 2003 and he acknowledges that the execution of the foregoing instrument was his free act and deed.

[Signature]  
Notary Public

My commission expires AT [Signature]

(seal)

03/07/03 FRI 15:08 [TX/RX NO 6456]

RECORDATION NO. 24350-A FILED

MAR 10 '03

10-37 AM

ADDENDUM  
TO  
SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

Wells Fargo Equipment Finance, Inc. ("Secured Party") and Advance Polybag (Nevada) Inc., ("Debtor") hereby agree that the following paragraphs are added to the Security Agreement dated as of January 29, 2003 (the "Agreement") signed by the Debtor in favor of Secured Party covering certain railcars identified therein, which railcars are referred to in this Addendum as the "Equipment", notwithstanding the fact that they are referred to as the "Collateral" in the other paragraphs of this Agreement. Secured Party and Debtor agree that in the case of any inconsistencies between the following paragraphs of this Agreement and paragraphs 1 through 7 of this Agreement, the following paragraphs shall prevail:

8. **Laws.** Debtor agrees to comply with all laws of the jurisdictions in which its operations involving the Equipment may extend, with the rules of the Association of American Railroads, the United States Department of Transportation, the Surface Transportation Board and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws and rules affect title, operation, maintenance or the use of the Equipment, and in the event that such laws or rules require any alteration, replacement or addition of or to any Equipment, Debtor will conform therewith at its own expense.
9. **Use and Maintenance.** Debtor shall not use the Equipment, or permit it to be used, for the transportation or storage of any substance which is categorized as, or required to be labeled as, "poison" or "poisonous", "explosive", or "radioactive" (or any categories or labels substituted for such categories or labels as in effect on the day hereof) under 49 CFR 171 or other applicable Federal rules in effect from time to time regulating the transportation of hazardous materials. Debtor will use the Equipment with due care and for the purpose for which it is intended. Debtor agrees that, at its own cost and expense, it will maintain and service the Equipment (including any parts installed on or replacements made to the Equipment and considered an accession thereto) which is subject to this Agreement consistent with Debtor's standards for similar owned or leased Equipment, so that the Equipment and each component thereof, will remain, at all times while any Obligations are outstanding, (a) in the same operating order, repair and condition as when originally delivered to Debtor reasonable wear and tear excepted, (b) in compliance with any and all applicable laws, regulations, requirements and rules including, without limitation, those set forth in paragraph 8 hereof, and (c) in compliance with any manufacturer's recommendations, maintenance standards, service bulletins, manuals and preventive maintenance schedules relating to the Equipment, all as in effect from time to time while any Obligations are outstanding. Debtor shall maintain all records, logs and other materials required by the Association of American Railroads or the Department of Transportation, or any other governmental authority having jurisdiction over the Equipment or Debtor. Debtor, at its own cost and expense, may from time to time make such other additions, modifications and improvements to the

*CR*

Equipment during the term of this Agreement as are readily removable without causing material damage to the Equipment (and do not adversely and materially affect the value, utility and remaining useful life of the Equipment).

**10. LOSS OR DAMAGE.** In the event of damage to any item of Equipment, Debtor shall immediately place the same in good repair (ordinary wear and tear excepted). If Debtor determines that any item of Equipment is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Debtor shall (at Debtor's option unless Debtor is then in default of its obligations under this Agreement in which case, Debtor shall pay the amount due under (ii) below) (i) replace such item of Equipment with identical equipment in good repair; or (ii) pay Secured Party in cash the sum of (a) the portion of the Obligations that are secured by such item of Equipment. Upon payment of such amount to Secured Party, or replacement of such Equipment, such item shall no longer be subject to the terms of this Agreement, Secured Party shall release its security interest in such item and the remaining installments payments due from Debtor to Secured Party shall be reduced accordingly. Any insurance, condemnation or other proceeds not used to repair or replace the affected Equipment received shall be paid to Secured Party and credited to Debtor's obligation under this paragraph 13; provided, however, that if Debtor has replaced the item of Equipment pursuant to this paragraph 13 or Secured Party has received the amount required to be paid pursuant to this paragraph 13, Debtor shall be entitled to any insurance, condemnation or other proceeds.

**11. Insurance.** Debtor shall furnish Secured Party with a certificate of insurance evidencing the issuance of a policy or policies to Debtor in at least the minimum amounts required under this Agreement naming Secured Party as loss payee as its interests may appear for the property damage coverage. Such policy shall be in such form and with such insurers as may be satisfactory to Secured Party, and shall contain a clause requiring the insurer to give to Secured Party at least 10 days prior written notice of any material alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Debtor shall invalidate such policy. Secured Party shall be under no duty to ascertain the existence of or to examine any such policy or to advise Debtor in the event any such policy shall not comply with the requirements hereof. Debtor shall comply with all restrictions (including any geographical limitations) contained in any insurance policies. Debtor shall notify Secured Party immediately in writing of any accident involving the Equipment regardless of the amount of damage, and shall cooperate fully with Secured Party and all insurance companies in the investigation, prosecution and defense of claims.

In addition to the foregoing, Debtor and Secured Party amend the Agreement by deleting paragraph 1 in its entirety and inserting the following in lieu thereof:



1. **Security Interest and Collateral.** To secure the payment and performance of the debt, liability and obligation of Debtor to Wells Fargo Equipment Finance, Inc. ("Secured Party") under that certain Promissory Note dated January 29, 2003 in the amount of \$64,600.00 (such debt, liability and obligation being herein referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral")

Upon execution hereof, the Secured Party will permanently attach this Addendum to the Security Agreement, making it a part thereof.

Dated: February 25, 2003

Wells Fargo Equipment Finance, Inc.

By: Mindy Whang  
Its: Contract Administrator

Advance Polybag (Nevada) Inc.

By: Paul Tan  
Its: Corp. Secretary